

(a) Shall operate the Station and conduct the business thereof in the ordinary and usual course, subject to the restrictions contained in this Agreement, and substantially in accordance with past practices and the terms of the FCC permits and licenses and all applicable laws, rules and regulations, including those of the FCC;

(b) Shall not take any action which would in any material manner interfere with the carrying out of the transactions contemplated by this Agreement;

(c) Without Buyer's prior written consent, shall not make any arrangement for any new, additional or increased benefits plan or any similar plan relating to Seller's Employees or make any changes in management or personnel policies, including vacation policies;

(d) Without Buyer's prior written consent, shall not enter into any contract or commitment relating to the business of the Station or the Assets, except contracts or commitments entered into in the ordinary course of the business of the Station.

(e) Without Buyer's prior written consent, shall not enter into any agreements for the sale of time to advertisers or advertising agencies except upon rates consistent with those charged in the past by Seller in the ordinary course of business for similar agreements and shall not accept any prepayments for advertising services to be rendered after the Closing ;

(f) Without Buyer's prior written consent, shall not sell, transfer, convey, lease, mortgage, hypothecate or otherwise dispose of or encumber any material Assets except in the ordinary course of business of the Station;

(g) Shall use its reasonable best efforts in the ordinary course of business and to the extent consistent with its existing policies and practices, to maintain and preserve intact the organization and business of the Station and to preserve for Buyer the relationship and goodwill of its suppliers, advertisers, advertising agencies, Employees, listeners, and others having business relationships with the Station; and

(h) Upon three (3) business days' prior written notice, Seller shall give to Buyer and its counsel, accountants, engineers and other representatives reasonable access to all of Seller's properties, books, contracts, documents and records pertaining to the Station and the Assets,

and shall furnish Buyer with all such information concerning the affairs of Seller pertaining to the Station and the Assets as Buyer may reasonably request.

8.2 Covenant of Further Assurances. After the Closing, and without further consideration, each of Buyer and Seller shall execute, acknowledge and deliver such further instruments of conveyance, transfer, assumption of liabilities and record and take such other actions as the other may reasonably request in order to complete the transactions contemplated by this Agreement.

8.3 Access to Records Following Closing. Buyer agrees that for a period of two (2) years following the Closing Date it will, and will cause its counsel and independent public accountants to afford to representatives of Seller, including Seller's counsel and accountants, upon three (3) business days' prior written notice, reasonable access to all books, records, files, documents and all other information and data relating to the assets, properties, business and operations of the Seller relating to the operation of the Station prior to the Closing as Seller may from time to time reasonably request.

8.4 Assumption of Seller's Obligations Under Certain Agreements. On and after the Closing Date, Buyer will assume and perform the obligations of the Seller specified in Section 1.4 hereof and under those contracts and agreements and other commitments of the Seller itemized, described or referenced in Exhibit 1.1C attached hereto.

8.5 Survey. As soon as reasonably practical after the date of this Agreement, Buyer at its sole cost may obtain a survey (the "Survey") of the real property owned and/or leased by Seller in connection with the operation of the Station prepared by a licensed and registered surveyor acceptable to Buyer.

8.6 Title Commitment. As soon as reasonably practical after the date of this Agreement, Buyer at its sole cost may obtain an Owner's Title Policy Commitment dated after the date hereof relating to the real property owned and/or leased by Seller in connection with Seller's operation of the Station, the Title Commitment to specify all easements, liens, encumbrances, restrictions, conditions or covenants with respect to the real property owned and/or leased by Seller,

and shall also obtain true, complete and legible copies of all documents referred to as exceptions to title in the Title Commitment to the extent available.

8.7 Buyer's Title Objections. In the event any exceptions or other matters appear in the Title Commitment other than the Standard Printed Exceptions set forth in the Standard Texas Form of Commitment for Title Insurance, or in the event that the Survey shows any other matter that is unacceptable to Buyer in its reasonable judgment, Buyer shall, within ten (10) days after the last to be received of the Survey, the Title Commitment and true, complete and legible copies of all documents referred to in the Title Commitment as exceptions to title, notify Seller in writing of such fact and the reasons therefor ("Buyer's Title Objections"). Upon the expiration of said ten (10) day period, Buyer shall be deemed to have accepted all exceptions to title and all other matters shown on the Title Commitment and the Survey (except for the Buyer's Title Objections if same are timely raised) and such exceptions and matters shall be included in the term "Permitted Encumbrances" as used herein. If Seller is timely notified of Buyer's Title Objections, Seller shall use its reasonable efforts to cure and satisfy same; provided, however, nothing herein shall be construed to obligate Seller to bring any action or proceeding or to incur any expense in excess of \$1,000 to eliminate or cure Buyer's Title Objections. In the event Seller is unable to eliminate or cure Buyer's Title Objections to the satisfaction of Buyer within thirty (30) days following Seller's receipt thereof, Buyer may (as its sole and exclusive remedy) terminate this Agreement by notice in writing to Seller within ten (10) days following the expiration of such thirty (30) day period, and if such notice is not received by Seller within such ten (10) day period Buyer shall be deemed to have waived the Buyer's Title Objections and Buyer shall then accept such title as Seller can deliver without any reduction in the Purchase Price, in which event such uncured Buyer's Title Objections shall be included in the term "Permitted Encumbrances" as used herein. In the event of termination pursuant to this paragraph, the parties hereto shall have no further rights or obligations hereunder (except with respect to the last sentence of Section 6.1), and the \$25,000 in deposits (and all interest and other income earned thereon) shall be returned to Buyer.

ARTICLE IX
INDEMNIFICATION

9.1 Indemnification.

(a) **By Seller.** For a period of one year following the Closing Date, Seller shall indemnify, defend and save Buyer, its affiliates, successors, directors, officers and assigns, harmless against and from all liabilities, claims, losses, damages, costs and expenses (including reasonable attorneys' fees) resulting from (i) the conduct of business and operation by Seller of the Station prior to the Closing Date, and (ii) any misrepresentation or breach of any agreement, covenant or warranty by Seller contained in this Agreement. Furthermore, in no event shall Seller be liable to Buyer hereunder for any amount in excess of the Purchase Price.

(b) **By Buyer.** For a period of one year following the Closing Date, Buyer shall indemnify, defend and save Seller, its affiliates, successors, directors, officers and assigns harmless against and from all liabilities, claims, losses, damages, costs, and expenses (including reasonable attorneys' fees) resulting from (i) the operation by Buyer of the Station on and after the Closing Date, and (ii) any misrepresentation or breach of any agreement, covenant or warranty by Buyer contained in this Agreement.

9.2 Claims Pursuant to Indemnities.

(a) If any claim ("Asserted Claim") covered by the foregoing indemnities is asserted against any indemnified party ("Indemnatee"), the Indemnatee shall promptly give the other party ("Indemnitor") notice thereof and give Indemnitor an opportunity to control negotiations toward resolution of such claim without the necessity of litigation and, if litigation ensues, to defend the same with counsel reasonably acceptable to Indemnatee, at Indemnitor's expense, and Indemnatee shall cooperate fully in connection with such defense. Indemnatee shall be entitled to participate in, but not to control, the defense of an Asserted Claim resulting in litigation, at its own cost and expense, if such claim exceeds \$10,000. If Indemnitor fails to assume control of the negotiations prior to litigation or to assume the defense of such action in litigation within 30 days of the time Indemnitor receives notice from the Indemnatee of the

Asserted Claim, Indemnatee shall be entitled, but not obligated, to assume control of such negotiations or defense of such action, and Indemnitor shall be liable to Indemnatee for its expenses reasonably incurred in connection therewith, including reasonable attorneys' fees and disbursements;

(b) In the event that any Indemnatee shall have reasonably concluded that an action, suit or proceeding involves to a significant extent matters beyond the scope of the indemnity agreement contained in Section 9.1, the Indemnitor shall not have the right to direct the defense of such action, suit or proceeding on behalf of such Indemnatee and only that portion of fees and expenses reasonably related to matters covered by the indemnity agreement contained in Section 9.1 shall be borne by the Indemnitor;

(c) In the event that any Indemnatee shall have reasonably concluded that there may be defenses available to such Indemnatee which are different from or additional to those available to the Indemnitor, the Indemnatee shall be entitled to assume control of such defenses and the reasonable expenses incurred by Indemnatee in connection therewith shall be borne by the Indemnitor;

(d) The Indemnatee shall be kept fully informed of all actions, suits or proceedings at all stages thereof. The parties hereto agree to render to each other such assistance as they may reasonably require of each other in order to ensure the proper and adequate defense of any such action, suit or proceeding; and

(e) The Indemnitor shall not make any settlement of any claims without the written consent of the Indemnatee.

9.3 Remedies Cumulative. The remedies provided for in this Article IX shall be cumulative and shall not preclude assertion by the Indemnatee of any other rights or the seeking of any remedies against the Indemnitor.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or on the date postmarked when mailed by certified or registered mail, first class, postage prepaid, addressed:

If to Seller to:

Landrum Enterprises, Inc.
1905 West Loop
El Campo, Texas 77437
Attn: J. H. Landrum

With a copy to:

Andrews & Kurth
4200 Texas Commerce Tower
Houston, Texas 77002
Attn: Sarah W. Ray

If to Buyer to:

Chameleon Radio Corporation
10865 Rockley Road
Houston, Texas 77099
Attn: Don Werlinger

or to such other address as may hereafter be specified by written notice given by either party to the other.

10.2 Applicable Law. This Agreement has been executed and delivered in the State of Texas, and it shall be governed by and construed and enforced in accordance with the laws of said State (other than the choice of law principles thereof).

10.3 Assignment. Buyer shall have the right, upon written notice to Seller, to assign its interest under this Agreement to an "affiliate" of Buyer (as that term is defined in the regulations promulgated under the Securities Exchange Act of 1934). No other assignments of any interest by either party in this Agreement are permitted without the prior written consent of the other party.

10.4 Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

10.5 Costs and Expenses. Except as otherwise provided herein, each party shall bear its own expenses and costs in connection with the negotiation, performance or compliance with the terms of this Agreement; provided, however, that if any party is required to institute litigation to enforce the provisions of this Agreement or any agreement executed in connection herewith, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party.

10.6 Captions. Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

10.7 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall together constitute one and the same instrument and shall become effective when one or more counterparts hereof have been signed by the Buyer and delivered to the Seller and one or more of the counterparts hereof have been signed by the Seller and delivered to the Buyer.

10.8 Modification and Waiver. No modification or waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and executed by the party against whom any such modification or waiver is sought to be enforced. The waiver by any party of any breach or default committed or suffered by the other party hereto shall not be deemed a waiver of any subsequent breach.

10.9 Survival of Representations and Warranties. All representations and warranties made herein or pursuant hereto or in connection with the transactions contemplated hereby shall survive the Closing for a period of one year following the Closing Date.

10.10 Broker's Fees. Seller shall be solely responsible for the payment of any fees owing to Broker as a result of the consummation of the transactions contemplated in this Agreement.

10.11 Entire Agreement. This Agreement, including the Exhibits delivered pursuant hereto, constitutes the entire Agreement of the parties hereto and supersedes all previous agreements and understandings, whether oral or written. This Agreement may be changed, terminated or


discharged only by an instrument in writing signed by the party against whom enforcement of a change, termination or discharge is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDRUM ENTERPRISES, INC.

By: 
J. H. Landrum, President

CHAMELEON RADIO CORPORATION

By: 

Name: Dan WERLINGER

Title: President

EXHIBIT LIST

Exhibit

1.1A	Personal Property
1.1B	Licenses and Permits
1.1C	Agreements and Contracts
1.1D	Real Property Interests
1.3	Promissory Note
1.4	Assumption Agreement
3.1	Consents and Approvals
3.2	Defaults
3.3A	Liens, Claims and Encumbrances
3.3B	Bill of Sale and Assignment
3.3C	Special Warranty Deed
3.3D	Assignment of Leases
3.3E	Insurance Policies
3.6	Litigation
3.7A	Employees
3.7B	Employee Plans
7.1A	Security Agreement
7.1B	Deed of Trust
7.1C	Lease Agreement

FCC 314

NN 96-173
FCC/MELLON FEB 16 1995FOR
FCC
USE
ONLYAPPLICATION FOR CONSENT TO
ASSIGNMENT OF BROADCAST STATION
CONSTRUCTION PERMIT OR LICENSE

(Please read instructions before completing this form.)

FOR MASS MEDIA BUREAU USE ONLY

FILE NO.

BAL-950216 ER

Section I - GENERAL INFORMATION

1. APPLICANT NAME

Landrum Enterprises, Inc.

MAILING ADDRESS (Line 1) (Maximum 35 characters)

P.O. Box 22738

MAILING ADDRESS (Line 2) (if required) (Maximum 35 characters)

CITY

Houston

STATE OR COUNTRY (if foreign address)

TX

ZIP CODE

77227-2738

TELEPHONE NUMBER (include area code)

409/543-6858

CALL LETTERS

KIOX

OTHER FCC IDENTIFIER (IF APPLICABLE)

FOR MAILING THIS APPLICATION, SEE INSTRUCTIONS FOR SECTION 1

2. A. Is a fee submitted with this application?

☒ Yes ☐ No

B. If No, select the appropriate box to indicate reason for fee exemption (see 47 C.F.R. Section 1.1112) or reason a fee is not applicable and go to Question 3.

☐ Governmental Entity ☐ Noncommercial educational licensee ☐ Other (Please explain):

C. If item 2.A. is Yes, provide the following information:

Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in the "Mass Media Services Fee Filing Guide." Column (B) lists the Fee Multiple applicable for this application. Enter in Column (C) the result obtained from multiplying the value of the Fee Type Code in Column (A) by the number listed in Column (B).

(A)	(B)	(C)	FOR FCC USE ONLY
FEE TYPE CODE	FEE MULTIPLE (if required)	FEE DUE FOR FEE TYPE CODE IN COLUMN (A)	
(1) M P R		\$ 650.00	

To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.

(A)	(B)	(C)	FOR FCC USE ONLY
(2)		\$	

ADD ALL AMOUNTS SHOWN IN COLUMN C, LINES (1) THROUGH (2), AND ENTER THE TOTAL HERE. THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED REMITTANCE.

TOTAL AMOUNT REMITTED
WITH THIS APPLICATION

\$ 650.00

FOR FCC USE ONLY

650.00

PART I - Assignor

1. Name of Assignor Landrum Enterprises, Inc.	Street Address P.O. Box 22738		
	City Houston	State TX	ZIP Code 77227
	Telephone Number (include area code) 409/543-6858		

2. Authorization which is proposed to be transferred

(a) Call letters **KIOX**

Location Bay City, Texas

(b) Has the station commenced its initial program tests within the past twelve months?

☐ Yes ☒ No

If Yes, was the initial construction permit granted after comparative hearing?

☐ Yes ☐ No

If Yes, attach as an Exhibit the showing required by 47 C.F.R. Section 73.3597.

Exhibit No.
N/A

(c) Has the license for the station been acquired through the Commission's Minority Ownership Policy?

☐ Yes ☒ No

If Yes, has the station been operated on-air for less than the past twelve months?

☐ Yes ☐ No

If Yes, attach as an Exhibit the showing required by 47 C.F.R. Section 73.3597.

Exhibit No.
N/A

3. Call letters of any SCA, FM or TV booster station, or associated auxiliary service stations (e.g., remote pickup, STL, inter-city relay) which are to be assigned:

N/A

4. Attach as an Exhibit a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach.

Exhibit No.
1

5. If this application is for assignment of a construction permit for an unbuilt station, submit as an exhibit the detailed showings and declarations of the applicants required by 47 C.F.R. Section 73.3597 regarding the assignor's legitimate and prudent out-of-pocket expenditures and the retention, if any, of any interest in the station.

Exhibit No.
N/A

5. State in an Exhibit whether the assignor, or any party to the assignor:

Exhibit No.
2

(a) has any interest in or connection with an AM, FM or television broadcast station; or a broadcast application pending before the FCC; or

(b) has had any interest in or connection with any application denied and/or dismissed with prejudice; or any FCC license which has been revoked.

The Exhibit should include the following information:

- (1) name of party with such interest;
- (2) nature of interest or connection, giving dates;
- (3) call letters or file number of application; or docket number; and
- (4) location.

7. Since the filing of the assignor's last renewal application for the authorization being assigned or other application, has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the applicant or parties to this application in a civil or criminal proceeding, brought under the provisions of any law related to the following: any felony; mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination?

☐ Yes ☒ No

If Yes, attach as an Exhibit a full description of the persons and matter involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers) and the disposition of the litigation.

Exhibit No.
N/A

SECTION I - GENERAL INFORMATION

Part II - Assignee

1. Name of Assignee CHAMELEON RADIO CORPORATION	Street Address 10865 Rockley Road		
	City Houston	State TX	Zip Code 77099
	Telephone No. (include area code) (713) 564 - 1070		

2. Does the contract submitted in response to Question 4, Part I of Section I embody the full and complete agreement between the assignor and assignee?

☒ Yes ☐ No

If No, explain in an Exhibit.

Exhibit No.

SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS

1. Assignee is:

☐ an individual
 ☐ a general partnership
 ☒ a for-profit corporation
☐ other
 ☐ a limited partnership
 ☐ a not-for-profit corporation

2. If the applicant is an unincorporated association or a legal entity other than an individual, partnership or corporation, describe in an Exhibit the nature of the applicant.

Exhibit No.

3. Complete if applicable, the following certifications:

- (a) Applicant certifies that no limited partner will be involved in any material respect in the management or operation of the proposed station.

☐ Yes ☐ No
N/A

If No, applicant must complete Question 4 below with respect to all limited partners actively involved in the media activities of the partnership.

- (b) Does any investment company (as defined by 15 U.S.C. Section 80 a-3), insurance company, or trust department of any bank have an aggregated holding of greater than 5% but less than 10% of the outstanding votes of the applicant?

☐ Yes ☒ No

If Yes, applicant certifies that the entity holding such interest exercises no influence or control over the applicant, directly or indirectly, and has no representatives among the officers and directors of the applicant.

☐ Yes ☐ No
N/A

SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 2)

NOTE: The terms "applicant and "parties to this application" are defined in the instructions for Section II of this form. Complete information as to each "party to this application" is required. If the applicant considers that to furnish complete information would pose an unreasonable burden, it may request that the Commission waive the strict terms of this requirement with appropriate justification.

4. List the applicant, and, if other than a natural person, its officers, directors, stockholders and partners with attributable interests. Use one column for each individual or entity. Attach additional pages if necessary.

(Read carefully - The numbered items below refer to line numbers in the following table.)

- a. Name and residence of the applicant and, if applicable, its officers, directors, stockholders, or partners (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List the applicant first, officers next, then directors and, thereafter, remaining stockholders and partners.

- b. Citizenship.

- c. Office or directorship held.

- d. Number of shares or nature of partnership interests.

- e. Number of votes.

- f. Percentage of votes.

NOTE: Radio Applicants ONLY: Radio applicants need not respond to subparts g. and h. of the table. Instead, proceed and respond to Questions 5, 6 and 7, Section II below.

- g. Other existing attributable interests in any broadcast station, including the nature and size of such interests.

- h. All other ownership interests of 5% or more (whether or not attributable), as well as any corporate officership or directorship, in broadcast, cable, or newspaper entities in the same market or with overlapping signals in the same broadcast service, as described in 47 C.F.R. Section 73.3555 and 78.501, including the nature and size of such interests and the positions held.

a.	Jo Nell Werlinger 3138 Baybrook Dr. Corpus Christi, TX 78418	Don Werlinger 7819 Manassas Drive Austin, Texas 78745	
b.	U.S.	U.S.	
c.	Board Chair	President	
d.	1,000	0	
e.	1000	0	
f.	100%	0	
g.	See Exhibit: A - 1	See Exhibit A - 1	
h.	See Exhibit: A - 1	See Exhibit: A - 1	

SECTION 11 - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 3)

RADIO APPLICANTS ONLY NEED TO RESPOND TO QUESTIONS 5, 6 AND 7.

5. Does the applicant, or any party to the application, own, or have an attributable interest in: (a) any AM, FM or TV station; or (b) a daily newspaper in the same market(s) as the station(s) being acquired?

☐ Yes ☒ No

6. Does the applicant, or any party to the application, broker more than 15 percent of the broadcast hours per week of any AM or FM station in a market in which the applicant, or party to the application, has an attributable interest in any AM or FM station? See 47 C.F.R. Section 73.3555(a) for definition of "radio market."

☐ Yes ☒ No

If the answer to 5 or 6 is Yes, set forth in an Exhibit, name of party having interest; nature of the interest; call letters and location of stations involved; and identification of newspaper, where applicable.

Exhibit No.

7. Does the principal community service contour (predicted or measured 5 mV/m groundwave contour for AM; predicted 3.18 mV/m contour for FM) of any AM or FM station being acquired overlap the principal community service contour of:

(a) an AM or FM station which is directly or indirectly owned, operated or controlled by the applicant or any party to the application; or

☐ Yes ☒ No

(b) an AM or FM station at which more than 15 percent of the broadcast time per week is brokered by the applicant or any party to the application?

☐ Yes ☒ No

If the answer to (a) or (b) is Yes, do you certify that the ownership interests which will result from grant of the application(s) comply with 47 C.F.R. Section 73.3555(a), or that appropriate waivers of that section are herein sought?

☐ Yes ☐ No

If Yes, attach a separate Exhibit containing the market and audience information necessary to demonstrate compliance.

Exhibit No.

Note: With reference to the Radio Contour Overlap Rule of 47 C.F.R. Section 73.3555(a), the applicant's Exhibit must include: (i) a map that clearly identifies, by relevant contours, the location and geographic coverage of the market or markets involved; (ii) the number of commercial AM and FM stations counted as being in the market or markets, including a map that shows the principal community contours of the stations that define the market or markets and the principal community contours of all commercial stations intersecting with the principal community contours of these stations; (iii) for markets with 15 or more commercial radio stations, a combined audience share figure, the basis and/or source material for this figure, and the results and qualification of any commissioned audience survey or alternative showing used; and (iv) the call letters and locations of all stations in the market or markets that are, or are proposed to be, commonly owned, operated or controlled, including any AM or FM station in the market for which the applicant or any party to the application brokers more than 15 percent of that station's broadcast time per week.

8. Does the applicant, or any party to the application, have:

(a) a petition pending to migrate to the expanded band (1605-1705 kHz)?

☐ Yes ☒ No

(b) a permit or license in either the existing band (535-1605 kHz) or expanded band (1605-1705 kHz) that is held in combination with the station(s) proposed to be sold?

☐ Yes ☒ No

If Yes, provide particulars as an Exhibit.

Exhibit No.

SECTION 11 - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 4)

9. Does the applicant or any party to this application have any interest in or connection with a broadcast application pending before the FCC?

☒ Yes ☐ No

10. Has the applicant or any party to this application had any interest in or connection with the following:

(a) an application which has been dismissed with prejudice by the Commission?

☐ Yes ☒ No

(b) an application which has been denied by the Commission?

☐ Yes ☒ No

(c) a broadcast station, the license of which has been revoked?

☐ Yes ☒ No

(d) an application in any Commission proceeding which left unresolved character issues against the applicant?

☐ Yes ☒ No

If the answer to any of the questions in 9 or 10 is Yes, state in an Exhibit the following information:

Exhibit No.

A - 1

(1) Name of party having interest;

(2) Nature of interest or connection, giving dates;

(3) Call letters of stations or file number of application or docket; and

(4) Location.

11. (a) Are any of the parties to this application related (as husband, wife, father, mother, brother, sister, son or daughter) either to each other or to individuals holding nonattributable interests of 5% or more in the applicant?

☒ Yes ☐ No

(b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of any party to this application have any interest in or connection with any other broadcast station, pending broadcast application, newspaper in the same area (see 47 C.F.R. Section 73.3555(c)) or, in the case of a television station applicant only, a cable television system in the same area (see 47 C.F.R. Section 78.501(a))?

☐ Yes ☒ No

If the answer to (a) or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.

Exhibit No.

A - 1

12. (a) Do individuals or entities holding nonattributable interests of 5% or more in the applicant have an attributable ownership interest or corporate officership or directorship in a broadcast station, newspaper or CATV system in the same area? (See Instruction B to Section II.)

☐ Yes ☒ No

(b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of an individual holding a nonattributable interest of 5% or more in the applicant have any interest in or connection with any other broadcast station, pending broadcast application, newspaper in the same area (see 47 C.F.R. Section 73.3555(c)) or, in the case of a television station applicant only, a cable television system in the same area (see 47 C.F.R. Section 78.501(a))?

☐ Yes ☒ No

If the answer to (a) and/or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.

Exhibit No.

SECTION 11 - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 5)

13. (a) Is the applicant in violation of the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments? (See instruction C to Section 11)

☐ Yes ☒ No

(b) Will any funds, credits or other financial assistance for the construction, purchase or operation of the station(s) be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents?

☐ Yes ☒ No

If the answer to (b) above is Yes, attach as an Exhibit a full disclosure concerning this assistance.

Exhibit No.

14. (a) Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the applicant or parties to this application in a civil or criminal proceeding, brought under the provisions of any law related to the following: any felony; mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination?

☐ Yes ☒ No

(b) Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in (a) above?

☐ Yes ☒ No

If the answer to (a) and/or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons and matters involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers), a statement of the facts upon which the proceeding is or was based or the nature of the offense alleged or committed, and a description of the current status or disposition of the matter.

Exhibit No.

15. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

☐ Yes ☒ No

If Yes, provide particulars in an Exhibit.

Exhibit No.

16. Do documents, instruments, agreements or understandings for the pledge of stock of a corporate applicant, as security for loans or contractual performance, provide that (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of stockholder rights by the purchaser at such sale, the prior consent of the Commission (pursuant to 47 U.S.C. Section 310(d)) will be obtained?

☐ Yes ☐ No
☒ Does Not Apply

If No, attach as an Exhibit a full explanation.

Exhibit No.

SECTION III - ASSIGNEE'S FINANCIAL QUALIFICATIONS

The applicant certifies that sufficient net liquid assets are on hand or are available from committed resources to consummate the transaction and operate the facilities for three months.

☒ Yes ☐ No

SECTION IV - ASSIGNEE'S PROGRAM SERVICE STATEMENT

Attach as an Exhibit a brief description, in narrative form, of the planned programming service relating to the issues of public concern facing the proposed service area.

Exhibit No.
3

SECTION V - ASSIGNEE'S EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Does the applicant propose to employ five or more fulltime employees?

☐ Yes ☒ No

If the answer is Yes, the applicant must include an EEO program called for in the separate Model EEO Program Report (FCC Form 396-A).

SECTION VI - CERTIFICATION

Part I - Assignor

1. Has or will the assignor comply with the public notice requirement of 47 C.F.R. Section 73.3580?

☒ Yes ☐ No

2. By checking Yes, the applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 882, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

☒ Yes ☐ No


The ASSIGNOR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNOR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with 47 C.F.R. Section 1.65, the ASSIGNOR has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

I certify that the ASSIGNOR'S statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Name of Assignor Landrum Enterprises, Inc.	Signature 
Title President	Date February 15, 1995

SECTION VI - CERTIFICATION (Page 2)

Part II - Assignee

By checking Yes, the applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

☒ Yes ☐ No

The ASSIGNEE hereby waives any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

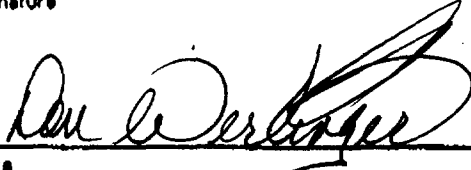
The ASSIGNEE acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all its exhibits are a material part hereof and are incorporated herein.

The ASSIGNEE represents that this application is not filed by it for the purpose of impeding, obstructing or delaying termination on any other application with which it may be in conflict.

In accordance with 47 C.F.R. Section 1.65, the ASSIGNEE has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

I certify that the ASSIGNEE'S statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Name of Assignee Chameleon Radio Corporation	Signature 
Title President	Date February 14, 1995

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The Commission will use this information to determine whether grant of this application is in the public interest. In reaching that determination, or for law enforcement purposes, it may become necessary to refer personal information contained in this form to another government agency. In addition, all information provided in this form will be available for public inspection. If information requested on the form is not provided, processing of the application may be delayed or the application may be returned without action pursuant to the Commission's rules. Your response is required to obtain the requested authority.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552(a)(3) AND THE PAPERWORK REDUCTION ACT, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

EXHIBIT NO.1

Attached is a copy of the current agreement between the parties.

(713) 444-4477
Suite 100
17101 Kuykendahl Road
Houston, Texas 77068**AGREEMENT**

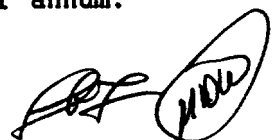
CHAMELEON RADIO CORPORATION, 10865 Rockley Road, Houston, Texas 77099, a Texas company yet to be formed ("Buyer"), hereby offers to purchase all of the broadcast assets useful in the operation of KIOX-AM radio station licensed to Bay City, Texas ("Station") from Landrum Enterprises, Inc., 1905 West Loop, El Campo, Texas 77437 ("Seller"). The assets which are the subject of this Agreement include, but are not limited to, the building located at the transmitter/studio site and all broadcast assets and equipment including all studio and transmitting equipment related to KIOX-AM. Assets which are specifically excluded from this Agreement are cash in the bank and accounts receivable, any real property, and all broadcast assets and equipment including all studio and transmitting equipment related to KIOX-FM. The basic financial terms and conditions of the offer along with other particulars, which shall be more specifically contained in an Asset Purchase Agreement, are as follows:

1. CONSIDERATION

1.1 Purchase Price. The purchase price for the assets is ONE HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) payable as follows:

- \$ 10,000.00 Earnest money to be placed in escrow by Buyer with John W. Saunders, Media Broker, Houston, Texas commensurate with the execution of this Agreement.
- 15,000.00 Additional escrow deposit commensurate with the filing of the application to transfer the license with the Federal Communications Commission ("FCC").
- 25,000.00 Cash at closing.
- 100,000.00 Note payable to Seller secured by all assets purchased. Terms - Two (2) year note payable in two (2) equal annual installments of fifty thousand dollars (\$50,000) each plus interest on the unpaid balance at one percent (1%) above the prime interest rate, adjusted quarterly, as quoted by Texas Commerce Bank, Houston, Texas. In no event will total interest payable under this note exceed twelve percent (12%) per annum.

\$150,000.00 Total purchase price.
=====



1.2 Earnest Money. In consideration of the earnest money received, Seller agrees to remove Station from the market and agrees not to solicit other buyers or offers for Station. Earnest money will be deposited in an interest bearing account and accrue interest for the benefit of Buyer.

1.3 Note Prepayment. Buyer has the option at any time to prepay the note principal, or any portion remaining outstanding thereof, without penalty.

1.4 Cash Price. Buyer has the option, at closing, to pay a total purchase price of ONE HUNDRED AND THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$135,000.00) in cash for Station.

2. FEES

Seller and Buyer shall each pay their own respective legal, accounting, and other related professional fees. Buyer and Seller shall equally share the cost of the FCC filing fee. Seller, by separate written agreement, shall be responsible for the commission due John W. Saunders, Media Broker, Houston, Texas arising out of this transaction.

3. CONDITIONS

The offer shall be subject to and contingent upon the occurrence of the following:

3.1 FCC Consent. The consent of the FCC to the assignment of the license of Station from Seller to Buyer must be granted. Should this consent not be granted, Buyer is entitled to the return of the earnest money deposit plus accrued interest.

3.2 Asset Purchase Agreement. An Asset Purchase Agreement must be executed and filed with the FCC within twenty (20) calendar days of the date on which Seller accepts and signs this Agreement. The Asset Purchase Agreement, setting forth the terms and conditions of purchase, would supercede all prior agreements. It would also contain provisions appropriate for a radio station asset purchase transaction, including appropriate representations, warranties, covenants, conditions of closing and indemnification agreements. Seller will deliver a first draft of a definitive purchase agreement to Buyer within ten (10) calendar days of the date this offer is countersigned on behalf of Seller. If the Asset Purchase Agreement has not been approved by both parties within twenty (20) calendar days after both parties have signed this Agreement, then this Agreement shall terminate. Any earnest money on deposit shall be returned to the Buyer and neither party shall have any obligation to the other under this Agreement.

3.3 FCC Compliance. Station must be operating in compliance with all FCC rules and regulations at time of closing.

3.4 Liens. At closing, Buyer must receive all assets free and clear of any liens.

3.5 Equipment. All broadcast assets and equipment including all studio and transmitting equipment of Station must be operating and in good condition at time of closing.

3.6 Asset List. Seller will provide to Buyer a list of specific assets to be conveyed at closing. This list must be agreed to by Buyer and will become an exhibit to the Asset Purchase Agreement (3.2 above) to be filed with the FCC.

4. OTHER

4.1 Closing. Closing shall occur within ten (10) calendar days following the date on which the FCC consent to the assignment of the station license for the Station shall have become a "Final Order", or as may be set by mutual agreement of Buyer and Seller.

4.2 Expiration. If Seller fails to accept the offer contained in this Agreement by 5:00 p.m. Tuesday, February 14, 1995 then Buyer may declare this offer null and void.

OFFERED, AGREED TO AND APPROVED BY BUYER:

CHAMELEON RADIO CORPORATION

By: 

Its President

Date: February 9, 1995

ACCEPTED, AGREED TO AND APPROVED BY SELLER SUBJECT
TO ALL CONDITIONS RECITED HEREIN ABOVE:

LANDRUM ENTERPRISES, INC.

By: 

Its President

Date: February 13, 1995

EXHIBIT 2

Landrum Enterprises, Inc. is the licensee of KIOX-FM, El Campo, Texas.

**CHAMELEON RADIO CORPORATION
SEEKS ASSIGNMENT OF RADIO STATION KIOX
AT BAY CITY, TEXAS
1270 kHz, 1 kw, U, DA-N**

EXHIBIT: A - 1

In response to Questions: 4(g), 4(h), 9, and 11(a), the applicant offers the following response:

Applicant Jo Nell Werlinger (Board Chairperson) and Don Werlinger (President) of Chameleon Radio Corporation are mother and son, respectively.

Jo Nell Werlinger is sole stockholder and board chair of KENR Management Company, Inc. KENR Management Company, Inc. brokers 100% of the program time of radio station KENR AM (1070 kHz, 10 kw-D, 5 kw-N, U, DA-2) at Houston, Texas. The Time Brokerage Agreement with KENR licensee Susquehanna Radio Corp. will expire as of midnight, March 3, 1995.

Jo Nell Werlinger is wife of Alfred Werlinger. Alfred Werlinger holds 10% of the stock of KHYM, Incorporated, licensee of radio station KHYM (1060 kHz, 10 kw, ND-D) at Gilmer, Texas.

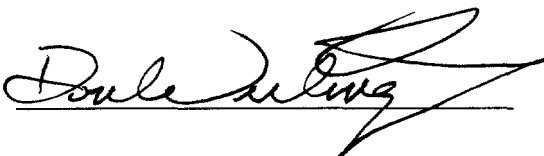
Don Werlinger is president of, but holds no ownership interest in: KHYM, Inc., licensee of radio station KHYM at Gilmer, Texas, and is president of, but holds no ownership interest in KENR Management Company, Inc. which brokers time on radio station KENR at Houston, Texas as described above.

Don Werlinger is the father, and Joe Nell Werlinger is the maternal grandmother of Kelly Diane Werlinger. Kelly Diane Werlinger holds 80% of the stock of KHYM, Incorporated, licensee of radio station KHYM, at Gilmer, Texas

Radio Station KHYM currently has pending before the Federal Communications Commission a minor change application to make a transmitter site operated under STA its permanent transmitter location.

None of the individuals listed above, nor any person related to them have any attributable interest in any other broadcast, cable, television, or newspaper interests.

Exhibit Prepared by:



**CHAMELEON RADIO CORPORATION
SEEKS ASSIGNMENT OF RADIO STATION KIOX
AT BAY CITY, TEXAS
1270 kHz, 1 kw, U, DA-N**

PROGRAM SERVICE STATEMENT

The applicant for assignment will program a mass appeal general format on KIOX AM including a number of talk programs designed to encourage participation from the public at large regarding topics of national, regional, and local interest.

The applicant will make available public service and public affairs program time to individuals and groups in the community wishing to promote events and gatherings of interest to the community.

Through its coverage of news events in the community, the applicant will seek to inform the public of the facts regarding events of significance within the community of license and the surrounding area.

Exhibit Prepared by:

